

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK**

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TAYLOR RAE HINE,
*on her own behalf and on behalf of others similarly
situated,*

Plaintiff,

Case No. 22-cv-06075 (DGL)

v.

JUDGMENT

INSOMNIA COOKIES,
KRISPY KREME INC
f/d/b/a Krispy Kreme Doughnut of New York
d/b/a Krispy Kreme, and
SETH BERKOWITZ,

Defendants.

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The Honorable David G. Larimer, United States District Judge

WHEREAS pursuant to Rule 68(a) of the Federal Rules of Civil Procedure, Defendant Insomnia Cookies, LLC [pleaded as “Insomnia Cookies”] (“Defendant Insomnia Cookies, LLC”), having offered on June 17, 2022 to allow judgment to be taken against it in this matter in the amount of twelve thousand dollars (\$12,000.00) on Plaintiff Taylor Rae Hine’s (“Plaintiff’s”) claims for relief, damages, and expenses, OTHER THAN reasonable attorney’s fees and costs (for which Plaintiff may apply to the Court under Rule 54 of the Federal Rules of Civil Procedure);

WHEREAS Defendants shall also separately pay Plaintiff’s reasonable attorneys’ fees and costs, the amount of which shall be determined by the Court unless Plaintiff and Defendants otherwise agree on an award of attorney’s fees and costs after Plaintiff’s acceptance of the offer, to be submitted to the Court for its review and approval;

WHEREAS the offer of judgment is made for purposes specified in Rule 68 and is not to be construed as an admission that Defendant Insomnia Cookies, LLC is liable in this action, to Plaintiff or to other employees similarly situated to Plaintiff or to any employees that Plaintiff sought to represent as part of a class, or that Plaintiff has suffered any damage;

WHEREAS Plaintiff, through her attorneys, Troy Law, PLLC, has on July 1, 2022 accepted and provided notice that she has accepted Defendant Insomnia Cookies, LLC's offer of judgment; and

WHEREAS the matter having come before this Court;

The Court now renders its Order, that the Clerk shall enter a judgment, DISMISSING WITH PREJUDICE Plaintiff's claims for relief, damages, and expenses ONLY against Defendant Insomnia Cookies, LLC; BUT NOT DISMISSING Plaintiff's claims for reasonable attorney's fees and costs against ANY of the Defendants, in accordance with Plaintiff's acceptance of Defendant Insomnia Cookies, LLC's offer of judgment. It is hereby:

ORDERED, ADJUDGED, AND DECREED, that for the reasons stated in the offer and acceptance of Defendant Insomnia Cookies, LLC's offer of judgment to Plaintiff and pursuant to Rule 68, the Clerk shall enter a judgment, ONLY against Defendant Insomnia Cookies, LLC, DISMISSING WITH PREJUDICE Plaintiff's claims for relief, damages, and expenses ONLY against Defendant Insomnia Cookies, LLC, BUT NOT DISMISSING Plaintiff's claims for reasonable attorney's fees and costs against ANY Defendant, and awarding Plaintiff twelve thousand dollars (\$12,000.00) (the "Judgment Amount"), PLUS postjudgment interest pursuant to 28 U.S.C. § 1961(a), to be paid by Defendant Insomnia Cookies, LLC;

ORDERED, ADJUDGED, AND DECREED, that ALL Defendants shall also separately be jointly and severally liable for Plaintiff's reasonable attorney's fees and costs, the amount of which shall be determined by the Court unless Plaintiff and Defendants otherwise agree on an award of attorney's fees and costs;

ORDERED, ADJUDGED, AND DECREED, that Plaintiff shall have until 14 days following the entry of this Judgment to either: 1) move this Court to: a) determine the amount of

reasonable attorney's fees and costs, and b) issue a new Judgment against ALL Defendants, jointly and severally, for that amount; or 2) present to the Court for its review and approval an award of attorney's fees and costs agreed upon between Plaintiff and Defendant Insomnia Cookies, LLC;

ORDERED, ADJUDGED, AND DECREED, that Defendant Insomnia Cookies, LLC shall have 14 days from the filing of Plaintiff's motion for attorney's fees and costs to oppose said motion; and that Plaintiff shall have 7 days from the filing of Defendant Insomnia Cookies, LLC's opposition to reply;

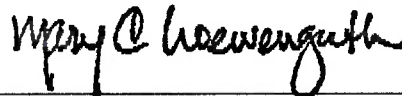
ORDERED, ADJUDGED, AND DECREED, that the Judgment Amount shall be paid by July 31, 2022;

ORDERED, ADJUDGED, AND DECREED, that if the Judgment Amount is not paid by 90 days following issuance of judgment, or by 90 days after expiration of time to appeal if no appeal is then pending, whichever is later, the Judgment Amount shall increase by fifteen percent (15%) pursuant to Section 198.4 of the New York Labor Law; and Plaintiff shall have the right to seek enforcement of this Judgment in this or any other court of competent jurisdiction, along with all reasonable attorney fees and costs incurred in such an enforcement action.

IT IS SO ORDERED.

Dated: Rochester, NY

_____, 2022
JUL 11 2022



Mary C. Loewenguth
Clerk of Court